IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS

NOTICE TO BIDDERS SPECIFICATION NO.02-219

The City of Lincoln, Nebraska invites you to submit a sealed bid for:

SIXTEEN (16) FOOT ROTARY RIDING MOWER

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, October 16, 2002, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

PROPOSAL SPECIFICATION NO.02-219

BID OPENING TIME: 12:00 NOON DATE: October 16, 2002

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers through are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

BIDDING SCHEDULE ITEM ITEM DESCRIPTION QUANTITY UNIT TOTAL 1. Sixteen (16) foot Rotary Riding Mower 1 Each 2. **Four Wheel Drive Option Lump Sum** Model AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices. The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted. RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL. MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 02-219

COMPANY NAME		BY (Signature) (Print Name)	
STREET ADDRESS or P.O.	вох		
CITY, STATE ZIP CO	DDE	(Title)	
TELEPHONE No.	FAX No.	(Date)	
EMPLOYER'S FEDERAL I.D OR SOCIAL SECURITY NUM	_	ESTIMATED DELIVERY DAYS	
TERMS OF PAYMENT		E-MAIL ADDRESS	

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder'sletterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate itemsshall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven(7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with thisSpecification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

- complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.
- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under thisproposal shall remain the property of the bidder until:
 - 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

EQUIPMENT SPECIFICATIONS SIXTEEN (16) FOOT ROTARY RIDING MOWER

1. APPLICATION

1.1 The rotary mower will be utilized by the Parks Department in mowing of high maintenance turf where productivity and quality of cut is essential.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 Example Model:
 - 2.2.1 Jacobsen HR-9016 Turbo
 - 2.2.2 Toro 580D
- 2.3 Examples are intended to show the type and class of equipment desired
- 2.4 Do not assume your standard equipment meets all detailed specifications merely because it is listed above as an example.
- 2.5 Bidders are cautioned to read the specifications carefully: The specifications may include special requirements not commonly offered by the manufacturer
- 2.6 Mowers shall be complete with all accessory equipment as specified to include all manuals at time of delivery,
- 2.7 Prior to award of bid, the City of Lincoln reserves the right to require an on-site demonstration of equipment being bid for the purpose of determining the suitability of the equipment for the intended application.
 - 2.7.1 Such demonstrations must be conducted within (2) weeks of notice by the City of Lincoln.

Meets Specs Yes No

100	<u>110</u>			
	<u> </u>	3.	DESIG 3.1 3.2 3.3 3.4	Four wheel with rear wheel steering Diesel powered with hydrostatic drive transmission Tri-deck configuration with two side decks and one out front Deck to be powered and positioned hydraulically
		4.	ENGIN	<u>E</u>
			4.1	Diesel-powered
			4.2	Four cylinder minimum
			4.3	Four cycle
			4.4	Water cooled
			4.5	180 cubic inch <u>piston displacement minimum</u>
			4.6	80 horse-power minimum
			4.7	Pressure lubrication system
			4.9	Heavy-duty centrifugal air cleaner with replaceable element
			4.10	Air filter restriction indicator
			4.11	Fuel filter/water separator
			4.12	Cold weather starting aid

Meets Specs. Yes No 4. ENGINE(continued) 4.13 Governor 4.14 Heavy-duty under hood mounted muffler Mid-mount agricultural type radiator 4.15 (NOTE: Hydraulic oil cooler must be hinged to allow for easy cleaning of cooling system) Twenty-five(25) gallon fuel tank minimum 4.16 Antifreeze protection to -30°F 4.17 4.18 12 volt electric start 4.19 Engine shut down system for low engine oil pressure and high engine temperature (if available from the manufacturer). **TRANSMISSION** 5. Hvdrostatic transmission 5.1 5.2 10 micron spin-on type oil filter 5.3 Single foot pedal control system ____ Hydrostatic transmission cooled through air to oil cooling system 5.4 Infinitely variable ground speed control, forward and reverse 5.5 Forward speed 5.6 5.6.1 Mow 0-7 mph Transport 0-20 mph 5.6.2 5.7 Reverse speed Mow 0-3 mph 5.7.1 5.7.2 Transport 0-4 mph A manual override relief or axle disengagement to allow traction unit to be 5.8 towed shall be furnished if available from the manufacture 6. FRAME 6.1 Heavy-duty, all welded formed steel 7. **BRAKES** 7.1 Dynamic braking through traction drive 7.2 Front axle, foot pedal operated service brake Two (2) pedal independent steering brakes shall be supplied if offered by the 7.3 manufacturer 7.4 Manufacturer's standard park brake 8. TIRES 8.1 Front and rear tires shall be the highest ply rating and flotation design available from the manufacturer, on de-mountable rims.

size and brand as that supplied on traction unit)

8.2

One (1) front and one (1) rear spare tire and wheel for each unit bid (Same

Yes No 9. STEERING Manufacturer's standard power-assisted steering 9.1 9.2 Rear wheel steer ____ 9.3 Automotive type steering wheel with tilt column ____ 10. **ELECTRICAL SYSTEM** 12 volt automotive type electrical system 10.1 10.2 Heavy-duty dual 1000 CCA minimum maintenance-free batteries 35 amp alternator minimum 10.3 10.4 System protected through automotive type fuses and/or resettable circuit breakers. 11. **OPERATOR STATION CONTROLS** 11.1 Individual deck lift levers 11.2 Individual implement shut offs 11.3 Power take off switch ____ 11.4 Engine throttle 11.5 Cruise control Key-locking ignition switch 11.6 11.7 Service and steering brake pedals 11.8 Park brake ____ Traction control pedal 11.9 11.10 Tilt wheel release 11.11 Weight transfer control (if applicable) ____ 11.12 Four wheel drive switch (if applicable) 11.13 Ground speed range selector switch (if applicable) 12. SEAT 12.1 Deluxe suspension seat, with arm rests. 12.2 Adjustable for both position and firmness. 13. GAUGES 13.1 Fuel level 13.2 Engine water temperature 13.3 Engine oil pressure ____ 13.4 Engine hour meter ____ 14. **INDICATORS** 14.1 The following warning devices to be audible warning, indicator lights or a combination of the two. 14.1.1 Low engine oil pressure 14.1.2 High engine water temperature 14.1.3 No charge 14.1.4 High-hydraulic oil temperature 14.1.5 Low-hydraulic oil level

14.1.6 Hydraulic filter service required

Meets Specs.

Meets Specs. Yes No **INDICATORS** (continued) 14. 14.1.7 Air cleaner service required 14.1.8 Water in fuel 14.1.9 Park brake on 14.1.10 Cruise control on 14.1.11 Glow plugs on MOWER DECK AND RELATED EQUIPMENT 15. Minimum 11 gauge formed steel blade housing 15.1 Rear discharge with even dispersion over entire width of cut 15.2 Capable of three cutting widths as follows: 15.3 15.3.1 190" with all decks in cutting position 15.3.2 90" with front deck only in cutting position 15.3.3 140" with front deck and one wing deck in cutting position (NOTE: widths to be considered approximate) Maximum 18 inch uncut circle trimming ability 15.4 1.5 inch to 5 inch cutting height adjustment in ½ inch increments 15.5 One spare set of cutter blades shall be supplied for each unit bid 15.6 15.8 Deck(s) must be furnished with all anti-scalp equipment available from ____ manufacturer, including but not limited to pneumatic deck wheels 15.9 One (1) spare deck wheel for each unit supplied ____ 16. SAFETY FEATURES 16.1 Interlock system which prevents engine from starting if traction drive pedal is out of neutral position or implement drive is engaged. 16.2 Automatic wing implement shut off when raised 30° above ground level 16.3 Operator presence seat switch. ____ 16.4 Two-post ROPS with canopy 16.5 Mower shall be certified to meet ANSI specification B71.4-1990 and applicable Federal and State OSHA regulations based thereon. Light kit to include headlights, taillights, direction lights and hazard flashers 16.6 Front fenders 16.7 16.8 Rear fenders 16.9 Weight transfer system shall be provided if offered by the manufacturer

17.

18.

PAINT 17.1

18.1

18.2 18.3

18.4

18.5

MANUALS

Manufacturer's standard color

Two (2) complete parts manuals

One (1) operators manual for each unit bid

Two (2) complete service manuals and overhaul manual

Preventive maintenance checklist as recommended by the manufacturer

VCR video(s) concerning maintenance safety and operation of unit supplied

Meets Specs. Yes No

19.	OPER 19.1 19.2	ATIONAL WEIGHT AND SOUND EXPOSURE Not less than 6000 lbs operating weight (weight to include traction unit and decks only, optional or accessory equipment not included). Approximate dimensions as follows: 19.2.1 Transport width 7'11" 19.2.2 Mowing width 16'5" 19.2.3 Height to top of ROPS 84" 19.2.4 Height to top of side decks in travel position 7'10" 19.2.5 Overall length 170" All additional counter weights required to provide for safe operation must be supplied			
	19.4	Please state decibel level in operator's position per SAE standards under full load with no cab dba			
20.	REQU	REQUIRED EQUIPMENT WARRANTY			
	20.1	Full machine warranty as offered by the manufacturer/dealer for a minimum period of five (5) years from date of acceptance or during the first 3000 hours of operation, as recorded by the engine hour meter, whichever comes first. 20.1.1 Complete details of warranty must accompany your bid proposal			
	20.2	Attachment equipment (ie snow blower, broom, cab) will carry manufacturers standard one (1) year warranty.			
	20.3	During the warranty period, it shall be the responsibility of the distributor to perform warranty repairs F.O.B., Public Works Garage, 901 North 6th Street, Lincoln, Nebraska or, at the distributor's discretion, to transport the equipment to the factory-authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the distributor.			
	20.4	During the warranty period, it shall be the responsibility of the distributor to perform warranty repairs F.O.B., Public Works Garage, 901 North 6th Street, Lincoln, Nebraska or, at the distributor's discretion, to transport the equipment to the factory-authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the distributor			
	20.5	In the event the equipment is out of service for warranty repairs and cannot be returned to service within two (2) working days of notification of equipment failure, the distributor shall supply a replacement unit to the City of Lincoln at no rental cost. The City of Lincoln shall retain such rental unit at no cost until the warranty repairs are complete and the City-owned equipment is placed back in service.			

<u>Yes</u>	<u>No</u>	
	21.	PARTS AVAILABILITY REQUIREMENTS
		21.1 The following terms and conditions shall apply to repair or replacement parts ordered for a period of five (5) years from date of delivery.
		21.2 In the event that repair or maintenance parts are ordered from the distributor, and such parts are not delivered F.O.B. to the City of Lincoln, or are not available for collection at the distributor's factory-authorized parts distribution center within four (4) working days of order, then such parts shall be furnished free of charge to City of Lincoln.
		21.3 The above referenced time requirement shall not apply if delays beyond the four (4) working day period are caused by Acts of God, strike, or any other reasonable consideration beyond the control of the distributor.
		21.4 Please state location of distributor's factory-authorized parts distribution center, if different from distributor's factory-authorized repair facility
	22.	DELIVERY
		22.1 The City of Lincoln desires a delivery date of April 1-15, 2002. Please be advised that estimated delivery date will be given consideration when determining award of bid. Estimated delivery date:
	_	22.2 Delivery shall be F.O.B. Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska. Monday thru Friday, 8:00 a.m. to 4:00 p.m.
	23.	OPTIONS (Please price separately)

Meets Specs